

Lease Serial No. _____ (MS)

**NO SURFACE OCCUPANCY
STIPULATION No. 8**

Camp Shelby Training Area, NFS in Mississippi

No surface occupancy or use is allowed on the lands described below as they are actively used by the National Guard for impact areas, tank and artillery firing positions, small arms ranges, ammunition supply points, and safety areas around such facilities. The lessee is authorized to employ directional drilling to exploit the mineral resources within these areas providing such drilling will not disturb or interfere with the National Guard's use of the surface.

T2N, R10W – Those lands within the East Air to Ground Range in parts of Sec. 14 & 15, 22 & 23; Also the Combined Arms Areas (CCA) in part of Sections 2-5, 9-11.

T2N, R11W – Those lands within the CCA in part of Sec. 1-4; also Dedicated Impact Area in part of Sections 7-9 & 14-15; Sections 17-22, 27-30; and part of Sections 23, 26 & 31-36.

T2N, R12W – Those lands within the Multi-Purpose Range Complex – Heavy (MPRCH), MPRCH safety fan, Small Tank Fan, and ammunition supply point in parts of Sec. 1 & 2; Sec. 12 & 13; part of 14 & 23; 24 & 25; part of 26 & 35; 36.

T3N, R12W – Those lands within the MPRCH in Sec. 35 & 36; those lands within Ragland Hills RNA in all of Sec. 23 and part of Sec. 24.

For the purpose of: To comply with Amendment 12 (Record of Decision for Military Training Use of National Forest Lands at Camp Shelby) of the Land Management Plan, National Forests in Mississippi.

Upon the written request of the lessee or operator, a waiver or modification may be granted to allow for occupancy of roads and the associated rights-of-way for the purpose of seismic exploration, if the authorized officer, in consultation with the National Guard, determines that the surface occupancy can be conducted without causing unacceptable impacts or risk. If approval is granted, the following will apply: (1) The lessee assumes full obligation for any risk involved in exercise of the rights and privileges authorized by this lease; and (2) The lessee, who for the purposes of this section shall include the lessee's heirs, assigns, agents, employees, and contractors, shall indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the use or occupancy of the property by the lessee. The lessee's indemnification of the United States shall include any loss by personal injury, loss of life or damage to property in connection with the occupancy or use of the lands covered by this stipulation during the term of the lease.

Indemnification shall include, but is not limited to, the value of resources damaged or destroyed; the costs of restoration, clean-up or other mitigation; fire suppression or other types of abatement costs; third party claims and judgments; and all administrative, interest and other legal costs. This section shall survive the termination or expiration of the lease.